

COMMITTEE AMENDMENT FORM

Committee FINANCE/EXECUTIVE Page Number(s) 2

Ordinance I.D.# 05-0-1290 Section(s) 2

Resolution I.D.# _____ Paragraph _____

Date 7/13/5

Amendment: Section 2: Change the word "From" to
the word "To" in the Second TRANSFER FROM
APPROPRIATION heading

Section 3: Insert "(and or procure a second
appraisal, and to accordingly determine the amount
to be paid)" after the word "title" in line 1

AN ORDINANCE**BY: COUNCILMEMBER NATALYN ARCHIBONG
AS SUBSTITUTED BY FINANCE-EXECUTIVE COMMITTEE**

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, TO NEGOTIATE FOR AND PURCHASE PROPERTY OF APPROXIMATELY .51 ACRES IN THE CITY OF ATLANTA KNOWN AS THE HAROLD AVENUE GREENSPACE PROPERTY FROM THE CONSERVATION FUND, INC., FOR AN AMOUNT NOT TO EXCEED \$364,254.00, TO BE CHARGED TO AND PAID FROM 1C50 7*** Y63F06**92BH (HAROLD AVENUE, GREENSPACE DISTRICT 5); AMENDING THE 2005 (2004 QUALITY OF LIFE BOND FUND) BUDGET BY TRANSFERRING APPROPRIATIONS IN THE AMOUNT OF \$85,000.00 FROM DISTRICT 5 GREENSPACE ALLOCATIONS FOR THE PURPOSE OF FUNDING THE HAROLD AVENUE GREENSPACE PROJECT; DIRECTING AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ENTER INTO A MAINTENANCE AND LIABILITY AGREEMENT WITH LAKE CLAIRE NEIGHBORS, INC.; AND FOR OTHER PURPOSES .**

WHEREAS, the Harold Avenue Greenspace property is approximately .51 acres of undeveloped, forested land located in the Lake Claire neighborhood of the City of Atlanta (the "City"); and

WHEREAS, the City wishes to keep the Property in its undeveloped, forested state, to add the Property to the City's greenspace inventory because the Harold Avenue property contains the headwaters of the western branch of the Peavine Creek, is home to migratory bird species such as warblers, thrushes and vireos, and contains mature mixed hardwoods representative of the Piedmont region; and

WHEREAS, the preservation of the Property from development is consistent with the City's goals of acquisition and preservation of additional greenspace; and

WHEREAS, the Conservation Fund, Inc., the present owner of the Property (the "Owner"), has agreed to sell the Property to the City at a price below the Property's appraised value of \$395,000.00; and

WHEREAS, Ordinance 05-O-0398, adopted by City Council and approved in March 2005 and attached hereto as Exhibit A, anticipated and appropriated \$290,000.00 to be utilized for the purchase of the greenspace in the Lake Claire area, and said funds are located in fund, account 1C50 7***** Y63F06**92BH; and

WHEREAS, this Ordinance also asks the City Council to adopt additional funds for the purchase of the Harold Avenue Greenspace property in the Lake Claire area, and that said funds are located in the 2004 Quality of Life Improvement Bond / Memorial Drive, Greenspace District 5 1C50 7***** Y63F062792BH; and

WHEREAS, Lake Claire Neighbors, Inc. has agreed to provide all future maintenance of the Property and assume all liability associated with the Property, at no cost to the City.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA AS FOLLOWS:

SECTION 1: The Mayor or her designee, on behalf of City, is hereby authorized to negotiate with Owner and to purchase the Property for a total cost amount not to exceed \$364,254.00.

SECTION 2: That the 2005 (2004 Quality of Life Improvement Bond Fund) Budget is amended hereby as follows:

TRANSFER FROM APPROPRIATION

1C50 7***** Y63FO62792BH

Memorial Drive, Greenspace
District 5 **\$85,000.00**

**TO
TRANSFER FROM APPROPRIATION**

1C50 7***** Y63FO6**92BH

Harold Avenue, Greenspace
District 5 **\$85,000.00**

SECTION 3: The Mayor or her designee is hereby authorized to review the existing title reports, environmental assessments, and appraisals, which already have been conducted by the Owner to establish the Fair Market Value of the Property, (collectively "Due Diligence Services") and to accordingly determine the amount to be paid to the Owner for the Property.

*and or
procure
a second
appraisal,
and to
accordingly
determine
the amt
to be
paid*

SECTION 4: The requirements of the City Code Section 2-1541 (d), of the Procurement and Real Estate Code, are waived to allow the purchase of the Property on behalf of the City without further authorization by the City Council.

SECTION 5: The Mayor, on behalf of the City, is directed and authorized to execute a Maintenance and Liability Agreement similar to that attached hereto as Exhibit A, in which the Lake Claire Neighbors, Inc. agrees to provide all maintenance for and accept all liability for the Property, at no cost to the City. The Agreement shall have a term of ten years, and shall renew automatically for successive ten-year terms, unless terminated by the City. The City Attorney is hereby directed to prepare the Maintenance and Liability Agreement for signature, said agreement to be approved as to form by the City Attorney or her designee.

SECTION 6: The Mayor, on behalf of the City, is authorized to execute any and all deeds, instruments or other documents that the Law Department deems to be necessary or advisable in order to carry into effect the intent of this ordinance.

SECTION 7: The City Attorney is hereby directed to prepare for execution by the Mayor, any and all deeds, instruments, or other documents that the City Attorney deems necessary or advisable to carry into effect the intent of this ordinance, said documents to be approved as to form by the City Attorney or her designee.

SECTION 8: Said deeds, instruments, the Maintenance and Liability Agreement, and other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability there under, until the Mayor has signed the same.

SECTION 9: All ordinances and parts of ordinances in conflict herewith are hereby repealed for purposes of the Ordinance only, and only to the extent of the conflict.

MAINTENANCE AND LIABILITY AGREEMENT

This Maintenance and Liability Agreement ("Agreement"), dated this ____ day of August, 2005, is between the City of Atlanta ("City") and the Lake Claire Neighbors, Inc. ("Neighborhood Group") (collectively, "the Parties").

I. Background

The Neighborhood Group is a non-profit corporation whose mission is to enhance the quality of life in the Kirkwood community by preserving greenspace therein. The initial focus of the Neighborhood Group is to maintain, preserve, and enhance a parcel of property known as the Harold Avenue Greenspace, located on Harold Avenue in Atlanta Georgia, the exact location of the parcel being set forth on Exhibit A attached hereto and by this reference incorporated herein (the "Greenspace"). The Neighborhood Group will perform all maintenance of the Greenspace and will assume all liability thereof. The purpose of this Agreement is to set forth in detail the responsibilities of the Neighborhood Group.

II. General Agreements: Role of Each Party in Working Relationship

The following is a list of agreements regarding the basic roles of the City and the Neighborhood Group in their working relationship established by this Agreement.

- A. The City shall maintain ownership of the Greenspace.
- B. The City shall maintain its authority to make all final decisions regarding the Greenspace, but shall exercise this authority in the spirit of good faith cooperation with the Neighborhood Group.
- C. All City decisions regarding the Greenspace that arise from this Agreement (i) shall be made by the Commissioner of the Department of Parks, Recreation and Cultural Affairs, (the "Commissioner") or her/his designee, unless the Commissioner, the City Attorney, the Atlanta Mayor or the Atlanta City Council determines that the decision should be made in some other manner and (ii) shall be communicated in writing to the Neighborhood Group.
- D. The Neighborhood Group shall develop, maintain, and manage the Greenspace consistent with this Agreement.
- E. Project proposals and implementation plans for improvements and other initiatives in the Greenspace shall be prepared by the Neighborhood

Group, based on available funds. The Neighborhood Group shall comply with the City's review and approval process for park projects, improvements and initiatives, said process to be established by the Commissioner. The Neighborhood Group shall be responsible for determining any and all other governmental bodies and/or regulatory agencies from which approval must be obtained. The Neighborhood Group shall not begin work on these projects, improvements or other initiatives until it has successfully completed the City's review and approval process, and it has received written approval from any other governmental body or regulatory agency from which approval is required.

- F. The Neighborhood Group shall be responsible for implementing the projects, improvements or other initiatives that have been approved as set forth in section II. E. above.
- G. When a decision regarding the Greenspace is to be made solely by the Commissioner, the Commissioner shall review, provide feedback on, and if appropriate, provide approval of any and all submissions by the Neighborhood Group within thirty days of receipt thereof. In the event that the approval process requires more than Commissioner approval, as determined pursuant to section II. C. above, this thirty day time limit shall not apply.
- H. The City shall have the right to oversee all work performed upon the Greenspace, including but not limited to projects, construction of capital improvements, landscaping, and other initiatives. Though the City has the right to oversee all work being performed on the Greenspace by or on behalf of the Neighborhood Group, it is not obligated to do so. In addition, though the City has the right to suspend a Greenspace project being performed by or on behalf of the Neighborhood Group if the project creates a safety hazard, it is not obligated to inspect the work to determine if a safety hazard exists, and shall not be deemed liable by the Neighborhood Group in the event that the City does not detect a safety hazard. The quality and safety of the work performed by or on behalf of the Neighborhood Group is the responsibility of the Neighborhood Group and not the City.
- I. The Neighborhood Group shall have primary responsibility for raising additional funds for the Greenspace, and will oversee the use of funds it raises, making certain that the funds are utilized consistent with this Agreement. The Neighborhood Group may solicit and receive funds from individuals and corporate sponsors. In the event that a private sponsor requests recognition for its contribution in the form of on site signs or other notice to the public, the Neighborhood Group is not authorized to agree to such recognition unless and until receiving approval from the

Commissioner. If multiple signs are used, they shall be consistent in overall shape and dimensions.

- J. Other parties may contribute to the improvement of the Greenspace, as all gifts are in conformance with this Agreement and subject to City approval and oversight.
- K. The City shall be responsible for any claim, damage, loss or expense arising from the Greenspace that is attributable to intentional or negligent acts, errors, or omissions by the City, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. The Neighborhood Group shall be responsible for any and all other claims, damages, loss or expenses arising from the Greenspace, including but not limited to claims, damages, losses or expenses that are attributable to intentional or negligent acts, errors, or omissions by the Neighborhood Group, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. Neither this Agreement, nor this provision specifically, shall waive the City's nor the Neighborhood Group's right to be indemnified, defended and/or held harmless by consultants, contractors, their subconsultants and/or subcontractors, the officers, agents or employees of those companies, or any one else performing work at or related to the Greenspace.
- L. Any personnel employed by or volunteering on behalf of the Neighborhood Group shall be deemed "employees" or "volunteers" respectively of the Neighborhood Group, and shall not be deemed employees or volunteers of the City. The Neighborhood Group shall remain responsible for the supervision, management and control of such employees and volunteers and any payroll, taxation or other employment obligation incident to their work.
- M. The Neighborhood Group shall maintain general liability insurance in the amount of \$1,000,000 bodily injury and property damage combined single limit, regarding all work performed on the Greenspace by the Neighborhood Group's volunteers, employees, contractors and subcontractors, including but not limited to demolition and construction work. The City shall be covered as an additional insured under the general liability insurance policy, and such insurance shall be primary with respect to the additional insured.
- N. The City and the Neighborhood Group shall not discriminate based upon race, creed, color, religion, sex, national origin, marital status, age, physical handicap, sexual orientation, or gender identity in the implementation of this Agreement.

- O. The Neighborhood Group shall maintain records and accounts in connection with the performance of this Agreement that will accurately document all funds received by the Neighborhood Group and all costs incurred by the Neighborhood Group, both direct and indirect, of whatever nature, for a period of three (3) years from the expiration of this Agreement unless otherwise specified by applicable law. The City of Atlanta or its designated representatives shall have the right to examine and copy the records and accounts at all reasonable times, with advance notification. The City reserves the right to audit the Neighborhood Group's records and accounts. Any such audit will be commenced within one year of the expiration of this Agreement.

III. City Responsibilities

The City shall not have any responsibilities regarding the Greenspace other than routine garbage collection.

IV. Neighborhood Group Responsibilities

In addition to the responsibilities listed in other sections of this Agreement, the Neighborhood Group shall have the following responsibilities:

- A. Provide all maintenance and upkeep of the Greenspace, making certain that the Greenspace remains in a safe and attractive condition. Maintenance shall include, but not be limited to, mowing no less frequently than every two weeks, maintenance of the tree canopy, and maintenance of all other plants and vegetation in the Greenspace.
- B. Actively pursue and engage in fundraising to support initiatives for maintaining, preserving, and protecting the Greenspace.
- C. Serve as the major catalyst for interested parties to be involved with the Greenspace through advocacy, volunteer, and/or fundraising activities, and through working with the Neighborhood Group Board of Directors.
- D. Make certain that all funds committed by or to the Neighborhood Group for use regarding the Greenspace are used effectively, efficiently, and as intended.

V. Indemnification Agreement

A. "Indemnification and Hold Harmless Clause"

(1) Releases and Indemnification:

The Neighborhood Group hereby releases and shall indemnify, defend, and hold harmless the City of Atlanta, its elected officials, officers, agents, employees, authorized representatives, successors, and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or equity, and expenses of every kind or nature, whether arising before or after the termination of this Agreement and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Neighborhood Group, its officers, employees, agents, subcontractors, volunteers, or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Agreement.

(2) Negligence and Waiver

The Neighborhood Group's aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless. The Neighborhood Group specifically waives any immunity provided against this indemnity by any industrial insurance or workers' compensation statute. Contractor further agrees that this agreement to indemnify, defend, and hold harmless the parties released shall not be limited to the limits or terms of the insurance, if any, required under this Agreement. This Indemnification and Hold Harmless provision shall survive any termination or expiration of this Agreement.

- B. The Neighborhood Group shall require all contractors and subcontractors performing any work related to this Agreement to sign an agreement with the Neighborhood Group that includes the following indemnification provision, with the exception that the name of the contractor or subcontractor shall replace "Contractor" as used herein below:

"Indemnification and Hold Harmless Clause"

(1) Releases and Indemnification:

Contractor hereby releases and shall indemnify, defend, and hold harmless the City of Atlanta, its elected officials, officers, agents, employees, authorized representatives, successors, and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or equity, and expenses of every kind or nature, whether arising before or after the termination of this Agreement and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Contractor, its officers, employees, volunteers, agents, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Agreement.

(2) Negligence and Waiver

Contractor's aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless. Contractor specifically waives any immunity provided against this indemnity by any industrial insurance or workers' compensation statute. Contractor further agrees that this agreement to indemnify, defend, and hold harmless the parties released shall not be limited to the limits or terms of the insurance, if any, required under this Agreement. This Indemnification and Hold Harmless provision shall survive any termination or expiration of this Agreement.

- C. The following insurance requirements must be met by every contractor and subcontractor that performs work related to the Greenspace for or on behalf of the Neighborhood Group, and shall be included in a contract between the Neighborhood Group and each of its contractors and subcontractors. Compliance is required by all contractors of any tier. Insurance requirements are based on information received as of the date of this Agreement. The City reserves the right to adjust or waive any or all

requirements based on receipt of additional information pertinent to this Agreement.

1. The Neighborhood Group shall not allow its contractors or subcontractors to commence any work of any kind pursuant to this Agreement until all Insurance requirements contained in this Agreement shall have been complied with, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
2. Any and all companies providing insurance required pursuant to this Agreement must meet the minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Company in the current Best's Key Rating Guide - Property - Casualty. The ratings for each company must be indicated on the Accord Certificate of Insurance form. For all contracts, regardless of size, companies providing Insurance under this AGREEMENT must have a current:
 - i. Best's Rating not less than A-; and current;
 - ii. Best's Financial Size Category not less than Class IX; and
 - iii. Authorization issued by the Insurance Commissioner, State of Georgia, to conduct and transact insurance contracts.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the Neighborhood Group, who shall promptly itself, or require its contractor to, obtain a new policy issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

3. Workers' Compensation and Employer's Liability Insurance

Every contractor and subcontractor that performs work related to the Greenspace for or on behalf of the Neighborhood Group shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work related to the Greenspace:

Workers' Compensation Statutory

Employer's Liability

Bodily Injury by Accident/Disease \$100,000 each accident

Bodily Injury by Accident/Disease \$100,000 each employee

Bodily Injury by Accident/Disease \$500,000 policy limit

4. **Automobile Liability Insurance**

Every contractor and subcontractor that performs work related to the Greenspace for or on behalf of the Neighborhood Group shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the contractor or subcontractor does not own any automobiles in the corporate name, non-owned and hire automobile coverage will be maintained in the amount indicated above.

5. Upon failure of the Neighborhood Group to ascertain that each of its contractors and subcontractors furnishes, delivers, and maintains such insurance as herein provided, this Agreement, at the election of the City, may be declared forthwith suspended, discontinued, or terminated. Failure of a Neighborhood Group's contractor or subcontractor to take out and/or to maintain any required insurance shall not relieve the Neighborhood Group, its contractors or subcontractors, from any liability under this Agreement, nor shall these requirements be construed to conflict with the obligation of this Agreement concerning indemnification.
6. The City shall be covered as an additional insured under any and all Insurance required pursuant to this Agreement, and such insurance shall be primary with respect to the additional insured. Confirmation of this shall appear on the Accord Certificate of Insurance and on any and all applicable Insurance policies.
7. Each and every agent acting as Authorized Representative on behalf of a company affording coverage pursuant to this

Agreement shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the Accord Certificate of Insurance as evidence of such coverage. In addition, each every agent shall warrant when signing the Accord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

VI. Term of Agreement

This Agreement will commence as of the date of its full execution, as shall be reflected on the first page of the Agreement, and the Agreement will continue in effect for ten (10) years. The Agreement shall renew automatically for successive ten (10) year terms, unless terminated by the City.

VII. Suspension of Work and Termination of Agreement

- A. In the event that the City determines that any work being performed on the Greenspace, or any failure to perform work on the Greenspace, is inconsistent with this Agreement, and/or the project, improvement or initiative plans approved as set forth in section II above, the City shall immediately contact the Neighborhood Group in writing and shall articulate the corrective action required. The City shall state the number of days that the Neighborhood Group shall have to implement the corrective action, and shall make such determination based upon the seriousness of the matter, the safety implications of the matter, and the amount of time that it would reasonably take to implement that type of correction. The City shall be reasonable with regard to granting extensions of time if the Neighborhood Group indicates that it needs additional time and is making a good faith effort to implement the corrective action.
1. The Neighborhood Group shall use its best efforts to implement the corrective action within the time set forth by the City in its written notice. In the event that the Neighborhood Group needs additional time to implement the corrective action, it shall request an extension of time for a defined time period.
 2. In the event that the Neighborhood Group does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to suspend the offending project until the corrective action is implemented, at no cost to the City.

3. In the event that the offending action is a failure to perform work, including but not limited to maintenance work, and in the event that the Neighborhood Group does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to perform the work or direct that the work be performed. The Neighborhood Group shall reimburse the City for the reasonable cost of performing the work.
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- B. In the event that the City determines that any work being performed on the Greenspace creates a safety hazard, the City shall suspend the work immediately and shall bear no cost associated with the suspension. The City shall immediately notify the Neighborhood Group, in writing and by telephone, that the work has been suspended and the corrective action required. The work shall remain suspended until the corrective action is implemented.
 - C. In the event that the City determines that any failure to perform work on the Greenspace is creating a safety hazard, the City shall close the Greenspace, and shall bear no cost associated with the closure. The City shall immediately notify the Neighborhood Group, in writing and by telephone, that the Greenspace has been closed and the corrective action required. The Greenspace shall remain closed until the corrective action is implemented.
 - D. The City shall have the right to terminate this Agreement without cause at any time prior to the Agreement's expiration by giving written notice to the Neighborhood Group at least thirty (30) days prior to the date such termination is to be effective, and such termination shall be at no cost to either of the Parties. In the event of such termination, the Neighborhood Group shall remain obligated to utilize or cause to be utilized all donated and/or committed funds as intended by the donor, pursuant to section IV D above.

IN WITNESS WHEREOF, the City and the Neighborhood Group have caused this Agreement to be executed by their duly authorized officials, the day and year first above written.

(Signature Lines on Next Page)

ATTEST:

Sworn to and subscribed
Before me this _____ day
of _____, 2003.

Notary Public

**LAKE CLAIRE
NEIGHBORS, INC.:**

_____, PRESIDENT

ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

SHIRLEY FRANKLIN, MAYOR

RECOMMENDED:

APPROVED:

Commissioner,
Department of Parks, Recreation,
and Cultural Affairs

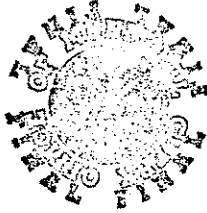
Chief Financial Officer

APPROVED AS TO FORM:

APPROVED:

City Attorney

Chief Procurement Officer



AN ORDINANCE

BY COUNCIL MEMBER NATALYN MOSBY ARCHIBONG

Natalyn Mosby Archibong

AN ORDINANCE TO AMEND THE 2005 BUDGET FOR 2004 QUALITY OF LIFE BOND FUNDS BY TRANSFERRING APPROPRIATIONS IN THE AMOUNT OF \$290,000.00 FROM DISTRICT 5 GREENSPACE ALLOCATIONS FOR THE PURPOSE OF FUNDING THE HAROLD AVENUE GREENSPACE PROJECT IN DISTRICT 5; AND FOR OTHER PURPOSES.

WHEREAS, voters approved the issuance of the 2000 Quality of Life Improvement Bonds on November 7, 2000, to fund projects under four broad categories: Sidewalk Program, Public Plazas and Greenspace, Public Streets, Bridges and Viaducts, and Public Traffic Control Devices; and

WHEREAS, Resolution 00-R-0953 stated the intent of the Mayor and the Council to utilize the Quality of Life Bond proceeds to fund specific projects within these categories; and

WHEREAS, Ordinance 05-O-0065, adopted by the Council on February 5, 2005 and approved by the Mayor on February 14, 2005, authorized the second issuance of Quality of Life Improvement Bonds in the amount of \$51,264,106.45 and appropriated said amount toward various Quality of Life Bond Projects; and

WHEREAS, the Council member representing District 5 wishes to re-allocate \$290,000.00 from the Memorial Drive Greenspace Project with current appropriations of \$475,000.00 to the Harold Avenue Greenspace Project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the 2005 Budget (2004 Quality of Life Bond Funds) is hereby amended as follows:

TRANSFER FROM APPROPRIATIONS

1C50- 7***** -Y63F062792BH	Memorial Drive, Greenspace. District 5	<u>\$290,000.00</u>
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TRANSFER TO APPROPRIATIONS

1C50- 7***** -Y63F06**92BH	Harold Avenue, Greenspace. District 5	<u>\$290,000.00</u>
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SECTION 2: All ordinances and parts of ordinances in conflict herewith are hereby repealed for purposes of the resolution only, and only to the extent of the conflict.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
RETURNED WITHOUT SIGNATURE OF THE MAYOR
APPROVED as per City Charter Section 2-403

March 7, 2005

March 16, 2005

RCS# 6520
3/07/05
1:38 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 4-15

ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 3

Y Smith	Y Archibong	Y Moore	Y Mitchell
B Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	B Willis
B Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT I

#9

05-0-0398

(Do Not Write Above This Line)

AN ORDINANCE
BY COUNCIL MEMBER *Natalyn Mosby Archibong*
NATALYN MOSBY ARCHIBONG

AN ORDINANCE TO AMEND THE 2005
BUDGET FOR 2004 QUALITY OF LIFE
BOND FUNDS BY TRANSFERRING
APPROPRIATIONS IN THE AMOUNT OF
\$290,000.00 FROM DISTRICT 5
GREENSPACE ALLOCATIONS FOR THE
PURPOSE OF FUNDING THE HAROLD
AVENUE GREENSPACE PROJECT IN
DISTRICT 5; AND FOR OTHER
PURPOSES.

ADOPTED BY

MAR 07 2005

COUNCIL

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☒ PERSONAL PAPER REFER

Date Referred *02/21/05*
Referred To: *CD/HK*
Date Referred
Referred To:
Date Referred
Referred To:
Date Referred
Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred to _____

Final Order
Date *3-2-05*
Debra Stowers
Chair
Action
Fav, Adv, Hold (see rev. side)
Other

Members
Chair
Refer To

Committee
Date
Chair
Action
Fav, Adv, Hold (see rev. side)
Other

Members
Chair
Refer To

Committee

Date _____
Chair _____
Action
Fav, Adv, Hold (see rev. side)
Other

Members
Chair
Refer To

Committee
Date
Chair
Action
Fav, Adv, Hold (see rev. side)
Other

Members
Chair
Refer To

FINAL COUNCIL ACTION
☒ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

MAR 07 2005

CERTIFIED
MAR 07 2005
MAYOR'S ACTION

APPROVED

MAR 16 2005

WITHOUT SIGNATURE
BY OPERATION OF LAW